

**Research Federal Credit Union and Local 876,
United Food and Commercial Workers Union,
AFL-CIO-CLC. Cases 7-CA-30659 and 7-RC-
19248**

January 8, 1993

DECISION AND ORDER

BY MEMBERS DEVANEY, OVIATT, AND
RAUDABAUGH

On February 27, 1991, Administrative Law Judge Wallace H. Nations issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.²

¹For the reasons stated in his concurrence in *Electromation, Inc.*, 309 NLRB 990 (1992), Member Raudabaugh agrees with his colleagues' adoption of the judge's finding that the Employee Involvement Committee formed by the Respondent was a labor organization within the meaning of Sec. 2(5) of the Act and that the Respondent's conduct with respect to the Employee Involvement Committee violated Sec. 8(a)(2). Under the test articulated in that concurrence, Member Raudabaugh considers four factors in evaluating the Respondent's conduct: (1) the extent of the employer's involvement in the structure and operation of the committee; (2) whether the employees, from an objective standpoint, reasonably perceive the employee participation program as a substitute for full collective bargaining through a traditional union; (3) whether employees have been assured of their Sec. 7 right to choose to be represented by a traditional union under a system of full collective bargaining; and (4) the employer's motives in establishing the employee participation program.

Here, as in *Electromation*, the Respondent completely dictated the structure of the Employee Involvement Committee and controlled its operations, the employees could reasonably view the Committee as a substitute for collective bargaining through traditional representation, and the employees were never given assurances of their right to choose collective bargaining through traditional union representation. In addition, antiunion motive was established. Under these circumstances, Member Raudabaugh finds that the Respondent's conduct was unlawful.

Member Devaney agrees with the judge, for the reasons stated by him, that the Respondent created and dominated the Employment Involvement Committee (EIC) at issue here "to supplant the Union as the bargaining mechanism for the employees." The Respondent created the EIC absent any employee request and in response to the Union's organizing drive. The Respondent dictated the EIC's form and controlled its agenda. Morrison, the Respondent's management consultant, presented topics for consideration (virtually all of which concerned wages, hours of employment, and working conditions) and led the discussions. Almost all the meetings took place at the Respondent's facility and during work hours. In these circumstances, in keeping with the decision in *Electromation*, supra, Member Devaney finds that the Respondent usurped the Sec. 7 right of its employees to choose their own bargaining representative and therefore violated Sec. 8(a)(2).

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Research Federal Credit Union, Warren, Milford, and Detroit, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

IT IS FURTHER ORDERED that the election in Case 7-RC-19248 be set aside and that the petition be dismissed.

²We deny the Respondent's motion, opposed by the General Counsel, to reopen the record to introduce its pre-1987 employee manual. Sec. 102.48(d)(1) of the Board's Rules and Regulations provides that the record will be reopened if the evidence sought to be introduced has become available only since close of hearing or is newly discovered. The Respondent's own pre-1987 manual is neither of these. We do not, however, rely on the judge's statement that the pre-1987 manual did not exist.

The Respondent has requested oral argument. The request is denied as the record, exceptions, and briefs adequately present the issues and positions of the party.

Richard Whiteman and Janice Jones, Esqs., for the General Counsel.

Janet M. Hipp, Esq. (Gary W. Klotz, Keywell and Rosenfeld), of Troy, Michigan, for the Respondent.

Mary Ellen Gurewitz, Esq., of Detroit, Michigan, for the Charging Party.

DECISION

STATEMENT OF THE CASE

WALLACE H. NATIONS, Administrative Law Judge. Based on a charge filed June 15, 1990,¹ by Local 876, United Food and Commercial Workers Union, AFL-CIO-CLC (Charging Party or Union), the Regional Director for Region 7 issued a complaint and notice of consolidated hearing, incorporating a Report on Objections and order consolidating unfair labor practice and representation cases on July 27, 1990. The complaint alleges that Research Federal Credit Union (Respondent or Research Federal) engaged in certain activity in violation of Section 8(a)(1) and (2) of the National Labor Relations Act (Act). The Report on Objections leaves for determination certain objections to an election held on May 24, 1990, which objections parallel the alleged unfair labor practices alleged in the complaint. Respondent's answer to the pleadings admits certain of the allegations, including the jurisdictional allegations, but denies the commission of any unfair labor practice.

Hearing in these matters was held before me in Detroit, Michigan, on November 7-9, and briefs were received from the parties on or about January 4, 1991. Based on the entire record, including my observation of the demeanor of the witnesses, and after consideration of the briefs, I make the following

¹ All dates are in 1990 unless otherwise noted.

FINDINGS OF FACT

I. JURISDICTION

Respondent Research Federal Credit Union is a Michigan corporation with an office and principal place of business located in Warren, Michigan, and involved branch offices in Milford and Detroit, Michigan. At its offices, Respondent engages in conducting savings and lending programs for its members. It is admitted, and I find, that Respondent is now, and has been at all times material to this proceeding, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

It is admitted, and I find, that the Union is now, and has been at all times material to this proceeding, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES AND OBJECTIONS

The complaint and the objections raise the following issues for determination:

1. Whether Respondent solicited grievances from employees with the promise that those grievances would be remedied in an attempt to undermine employee support for the Union, in violation of Section 8(a)(1) of the Act?
2. Whether Respondent improved certain terms and conditions of employment of employees and informed employees of such improvements in response to their solicited grievances in order to undermine support for the Union in violation of Section 8(a)(1) of the Act?
3. Whether Respondent created and met with a labor organization termed an Employee Involvement Committee (EIC), with the purpose of discussing and remedying employees' concerns regarding terms and conditions of employment in violation of Section 8(a)(1) and (2) of the Act?
4. Whether the conduct referred to above constituted objectionable conduct warranting setting aside the election conducted on May 24, 1990?
5. Whether, by on or about April 6, 1990, a majority of full-time and part-time employees employed by Respondent had designated the Union as their exclusive representative for the purpose of collective bargaining?
6. Whether Respondent's alleged unfair labor practices are serious and substantial enough to preclude a fair rerun election, thereby warranting a bargaining order remedy?

A. Background Facts

Respondent is a credit union with its main office in Warren, Michigan, and branches located in Milford and Detroit, Michigan. In early March, several of Respondent's employees decided to seek out a union for representation because of problems they perceived at the credit union. They first met with a representative of the Office and Professional Employees International Union with whom they discussed various problems. Subsequently, the employees decided to seek another union. As will be detailed hereinafter, they met with representatives of Local 876, United Food and Commercial Workers Union and conducted a campaign on behalf of that Union. The campaign culminated in an election on May 24, in which the Respondent won by a vote of 27 to 19.

On March 14, a small group of Respondent's employees met with Mark Charrette, business representative and organizer for the involved Union and his immediate supervisor, Ruth Davis Magehy. The employees, Linda Wojcik, Thekra Romaya, and Karen Lively, inquired about the Union and how to go about organizing. They discussed some of the problems they perceived to exist at Respondent's workplace. These problems included disparate rates of pay among employees performing similar work, lack of benefits for part-time employees, health benefits and dissatisfaction with Respondent's then CEO Richard Rysiewski, whom the employees believed had difficulty communicating with and directing the work force. The meeting ended with the employees indicating that they wanted some time to think about what was discussed. Shortly thereafter they decided to engage in an organizing campaign to secure the Union as their certified bargaining representative.

Approximately 2 weeks later, Charrette was instructed to set up a meeting for Respondent's employees and he did so. This meeting took place on March 29. Charrette and Magehy met with 17 or 18 of Respondent's employees. At this meeting, in addition to the problems mentioned above, the employees voiced their concern about Respondent's regularly changing sick leave policies, promotion policies, performance review practices and lack of job descriptions. Teller employees had a problem with having to report for work off the clock before their shifts, but being docked if they did not arrive early. Understaffing of the teller position and lack of written employee policies were also discussed. The employees present at this meeting signed authorization cards, and took blank cards for other employees to sign. These cards were given to Charrette the next day. As of this time in March, 37 or 38 employees worked at the Warren office and 6 and 5 employees worked at the Milford and Detroit offices, respectively. It was stipulated that the Union had signed authorization cards from 30 of the 48 or 49 employees includable in the bargaining unit as of April 6.² One employee who signed an authorization card may have been a supervisor.

On April 2, Charrette and Magehy met with Respondent's CEO, Richard Rysiewski at Respondent's Warren office. At that time they demanded recognition based on the authorization cards. Rysiewski indicated he was not in a position to respond and had to discuss the matter with Respondent's board of directors. Rysiewski contacted Magehy by phone in the afternoon of the second and requested that his reply be postponed until April 25, the date of the next meeting of the board. The Union declined and immediately filed its representation petition with the NLRB in Case 7-RC-19248.

On April 4, the employees of Respondent received the following memorandum from CEO Richard Rysiewski:

In January, I contacted Bill Morrison, an Independent Management Consultant, who works for the Management Development Group of Boston. I asked him to visit Research Federal. His expertise is organizational

² The unit description is as follows:

All full-time and regular part-time employees employed by the Employer/Respondent at its facilities located 7415 Chicago Road, Warren, Michigan, 180 S. Milford Road, Milford, Michigan, and Suite 103, Fisher Building, 3011 W. Grand Boulevard, Detroit, Michigan; but excluding confidential employees, guards and supervisors as defined in the Act.

structures, employee relations and management development.

Bill Morrison has over 20 years expertise in the management development field. He is a senior lecturer at the Northwestern University Business School. He has done work for General Electric, U. S. Navy, Beatrice Corporation and Multibank Service Center.

On Friday, April 6th, Bill Morrison will meet with several staff personnel. Please give you [sic] full cooperation.

B. The Solicitation and Remedying of Grievances

Respondent did engage the services of Morrison. There is a dispute in the record with regard to when he was employed as a consultant. Respondent contends that such employment was explored in January and authorized in February. Research Federal has been at least somewhat aware that there was employee dissatisfaction as some of its directors had taken employees to lunch in 1989 in an attempt to gauge employee sentiments. None of the employee witnesses appearing in this proceeding had been asked to one of these luncheon meetings, and testified that employees who had attended them had been afraid to speak out for fear of reprisal.

Respondent's board of directors' minutes support the contention that Morrison was contacted in January. However, no such evidence exists to support the contention he was actually hired before Respondent gained notice of the union organizing campaign. A letter from Morrison to board member Robert Leigh dated March 1 indicates that no assignments had been given to Morrison as of that date as it suggests, "I will be around on April 4 and April 6, so if there is something you would like me to get started on, we should try to coordinate that effort." The first bill submitted by Morrison to Respondent is for services rendered April 5 and 6. Respondent's employees first learned of his employment in the April 4 memo set out above and their first contact with him occurred on April 6, both dates after the demand for recognition. Given Morrison's activities on behalf of Respondent detailed below, and his statements to various employees indicating that at least part of his purpose at Research Federal was to defeat the union campaign, I believe the best evidence only supports a finding that he was hired to help Respondent wage an antiunion campaign and win the election. That he was being considered for employment for more benign reasons before the union campaign began does not overcome the strong evidence that he was brought in to defeat the Union.

1. The grievance solicitation process

Consistent with Rysiewski's memo of April 4, Morrison did meet with several of Respondent's employees on April 6. Linda Wojcik is employed by Respondent at its Warren branch as a member services representative. Wojcik met with Morrison in a one-on-one meeting on the morning of April 6. The meeting lasted 30 to 45 minutes. Morrison introduced himself as a management consultant from Boston who was there to help get communications open between the employees and the board of directors. He asked Wojcik if there were problems at the credit union and she mentioned short staffing in the teller department and variation in rates of pay among employees, as well as employee evaluation reviews not being timely done. Morrison asked her what she thought

of CEO Rysiewski, to which Wojcik replied he was a fine person, but not very personable. Morrison then asked her who else she thought could be CEO among the Respondent's existing managers and she said she was not in a position to judge.

Prior to receipt of the April 4 memo and her actual meeting with Morrison, no one from management had said anything to Wojcik about Morrison's visit or its purpose. She observed Morrison meet with three or four other employees on April 6.

On April 19, Wojcik attended a mandatory meeting of all Respondent's employees conducted by CEO Rysiewski and several of the Respondent's board of directors. One of the directors, Ronald Buck told the assembled employees of Morrison's work on behalf of his company. He also announced that Morrison would be speaking to the Respondent's employees on April 20 to find what problems existed at the credit union. Buck took employee questions at this meeting and was asked about the short staffing of tellers. This question caused a discussion among management with no results. Prior to this meeting, Wojcik had never attended a company meeting held by the board of directors with all employees required to attend.

Thekra Romaya is a member services clerk and loan officer for Respondent and was one of the original employee organizers of the union campaign. She testified about the employee meeting on April 19, adding that Director Buck said that Morrison had turned Buck's company around and that the employees should cooperate with Morrison. He stated that Morrison had noted tension between employees and management as a result of his employee interviews on April 6. Buck said Morrison would focus on manager training and the employee's staffing needs. After the announcements, some employees questioned Buck, one asking about staffing, another about favoritism and another about why they were having a staff meeting when they had not had one in 3 years. Buck appeared taken aback by this employee response and said that was why Morrison was there, to cooperate and the problems would be solved.

Karen Lively, a teller at Respondent's Milford branch and an original employee organizer, inquired of Buck at the April 19 meeting why Morrison was being brought in to solve employee problems at this juncture when the employees had been voicing the same complaints for some time. Buck admitted that the board had been lax in listening to employee problems and did not always know what was going on with the employees.

The next day, April 20, Morrison addressed all the employees of the Warren branch for about 20 minutes. The meeting was also attended by CEO Rysiewski and Respondent's Warren supervisors. Morrison said he would be speaking individually with employees and conducting an evaluation of the situation existing at the credit union. He also mentioned that employees should schedule meetings with him through Wojcik, noting he had spoken with Wojcik on his last visit and that she had given him a hard time. He said that on his last visit he had learned from employees that there were some problems with staffing and the wage scale and he wanted to have further discussions with other employees. Wojcik scheduled meetings for Morrison with about 15 employees.

Employee Thekra Romaya had a private meeting with Morrison on April 20, wherein he personally introduced himself and gave a little background about himself. He then asked her what she believed were some of the problems with Research Federal and she explained a problem she had had getting a raise, management problems, favoritism, and unwritten personnel policies. Morrison asked her if she felt the CEO was doing a good job, and she replied he was not, adding he needed more training in getting along with other people. Morrison told her that he was going to try to set up an employee group to which employee complaints could be directed, to get additional teller staffing and additional training for management. The employee group would take the complaints to the board. Morrison asked if the CEO was gone, who would be a good successor, and Romaya replied that she had no choice. Morrison said his goal was to make the credit union a happier place to work and he would bring that about through the employee group (Employee Involvement Team or Committee, EIT or EIC) and perhaps bringing in a new CEO.

Maria Nixon, a teller employed by Respondent at its Warren office testified that in her April 20 interview with Morrison, she asked him how long he was going to be at the credit union. He responded that the board had given him full control of the changes that were going on. She asked if he would be there the next year and he gave a vague answer and left.

She also described a meeting on April 20 between Morrison and a group of five employees, including Nixon. He stated that he did not want to hear any individual complaints, but if the employees could change three things what would they be. He was told that the employees wanted the training program to be restructured, they wanted a written policy and procedure manual, and in response to his question as to who they might want for a new CEO, the employees suggested Judith Hillock, Respondent's then Accounting Manager. Morrison told them that their management was of poor quality and he was suggesting a training program for managers to the board. With respect to the board, he told the employees that he was coordinating with the board in making a lot of policy changes that would not be whimsically changed on a periodic basis.

Following his meetings with employees on April 20, Morrison sent Respondent's employees the following memorandum:

Thank you for being extremely generous and candid in giving me your frustrations and instructional insights so that I can put together the best relevant report that can be done professionally for your organization. I look forward to sharing my recommendations with you.

On or about April 23, Morrison went to the Milford branch and met with the employees there. The employees were told he was coming and that he would meet with each employee individually. Employee Karen Lively met with him for about 20 minutes. Morrison introduced himself to her and said he was there to see if there were any problems in the office or with management. Lively replied there were no problems with her branch, but there was a problem with the CEO in that he was indecisive and did not communicate with

employees. Morrison stated that he had similar comments from other employees he had talked with.

Clearly, Respondent solicited grievances aggressively, beginning immediately after learning of the union organizing campaign. In the group and individual interview sessions, in which employee cooperation and frankness were strongly urged by Respondent's board of directors, Morrison learned all of the existing areas of employee dissatisfaction. He learned of the same problems that had prompted some of the employees to seek out the Union. Given Morrison's statements to some of the employees he interviewed that he was working on solutions to the problems, for example, suggesting the formation of an employee involvement group to Romaya, I believe the solicitation process in and of itself violates the Act. Morrison's method of solicitation of grievances contains at least a strong inference of a promise to remedy the grievances. See *General Electric Co.*, 264 NLRB 953 (1982). However, as will be shown below, Respondent went far beyond suggesting it would remedy the employees' grievances, it expressly promised they would be remedied and in significant areas, did in fact remedy them before the election.

2. Actions taken as a result of the solicitations

Morrison took all the grievances that he had solicited from Respondent's employees in their individual and group interviews and prepared a report for the board of directors. The board considered the report and called a meeting of all employees on April 30 to announce the results. This meeting was attended by several directors. One of the directors, Robert Leigh, opened the meeting by announcing that the directors had reviewed a report prepared by Morrison and "after a lot of soul searching we've decided that Rysiewski is not going to be able to pull this credit union together. Basically, we've asked Rysiewski for his resignation so he is terminated today." Leigh then announced the appointment of Judith Hillock to be director of operations, taking over most of Rysiewski's tasks. He termed this action the first step taken by the directors to put the credit union on the road to success.³

The meeting was then turned over to Morrison who thanked the employees for being candid with him in their meetings with him. He stated that he hoped he had read their concerns correctly in preparing his report of proposals for the directors, whom he said had approved his report almost unanimously for immediate action. The report made recommendations and suggestions for implementation procedures, which Morrison said were expected to be binding and if implemented would prepare the credit union for the competition of the decade ahead. He stated that the recommendation and implementation procedures in the report were part of an effort that could start immediately and would be completed in 6 to 8 months.

³ Respondent offered credible evidence that CEO Rysiewski was terminated because of the financial problems of the credit union and his responsibility for those problems. However, absolutely no mention of this reason for his termination was made known to employees. They were lead to believe by Morrison's questioning and the announcement at the April 30 meeting that the termination was the board's response to their dissatisfaction with Rysiewski.

He explained his procedure for gathering information and preparing his report, stating, "[W]e call this a needs assessment process and it is recorded and also the implementation and dates of what we're going to do for the credit bureau." "This report is obviously an in-depth diagnostic view of the Research Federal Credit Union, including strengths and weaknesses with emphasis in the following areas . . . : Morale, productivity, managerial leadership, organization design, organizational flow in the whole area of Human Resources and personnel."

The first area of his report dealt with human relations. He praised the employees as being hardworking and loyal, though frustrated and unhappy. He stated, "it's incredible how unhappy you are, how frustrated you are and how the leadership in this organization has made you angry, but you still do your jobs and as I told the Board today, 'you're lucky to have that kind of atmosphere'. . . ." "I am really hoping that in the next 2 or 3 months that I could get some excitement, some sense of a commitment and some sense of pride into your organization from the the managers group, as well as you people."

Morrison then addressed the subject of benefits, stating, "The people in this organization have one policy one day, have another policy the next day and I don't know who the heck's on first. We're going to clean that up right away. We're going to hopefully institute a handbook" He pointed out that the handbook would clear up confusion about company rules and policies, including funeral time, sick time, and overtime. He then stated that there were inequities in the wage and salary area. To address the problem he announced that the board was going to conduct a wage survey in the area and create a simple wage and salary administration plan. He pointed out that employees had complained of the untimeliness of performance reviews, noting that the whole area would be cleaned up. He then stated that the whole benefit program needed to be addressed in terms of sick time and personal days, and noted the creation of the position of benefits coordinator to be filled by Beverly Schwartz, Respondent's executive secretary.

He then discussed job security, noting that some employees he interviewed expressed concern that more senior employees would likely be laid off because of their higher salaries. He stated that this would not happen. In the context of a brief discussion of rapidly rising health benefits costs, he stated that he had asked the Company to put on hold any changes in health benefits and consult with the employees before making any change in these benefits. He then noted the company had many part-time employees whom he said deserved some benefits, promising that he and the board would look into this question. He promised that a smoking policy would be developed that would be satisfactory to smokers and nonsmokers alike.

He then turned to the matter of development of employee involvement teams, which he said would begin the next day. Each major department in the Company would select an employee representative and the representatives would meet and make suggestions to management on various problem areas, mentioning specifically sick time. The group of representative would select a chairperson and secretary, who would be allowed to attend board of directors meetings and address their suggestions and concerns. Morrison said that he would

be the employee involvement team facilitator in order to provide ground rules and ensure that it operated professionally.

Morrison then addressed the concern expressed by employees about short staffing of tellers. He said that he had successfully recommended establishing the position of "floater," an employee who would fill in wherever needed because of job demands. He told the employees he had also asked the board to provide a 2-day training workshop for managers and it would be done in the next couple of months. Morrison next noted that Respondent was going to work on the area of performance appraisals as quickly as possible and had also asked its managers to run the operation in a more participatory way, with everyone's input. He noted that Respondent did not have what he termed informal perks such as ice cream and employee recognition, stating that such perks were needed. He promised to train Respondent's managers in this regard.

He again noted the firing of the CEO and his replacement by Hillock. He stated that he was going to spend time with the managers to "fine tune some of their credibility, in terms of human relations and management styles, in a very progressive and positive way." He urged the employees to give Hillock their support and then turned the meeting over to Schwartz who read a description of Rogerian style management which stressed the importance of employee participation in management. Morrison then stated that this was his management philosophy and he would convey this type management to Respondent's management. Board Chairman Leigh then stressed that the board was committed to Morrison's program and asked the employees to join in that commitment.

In this April 30 meeting, with the clear blessing and commitment of Respondent's board of directors, Morrison promised a solution or the means for finding a solution to each of the major problem areas which were revealed in his grievance solicitation interviews.⁴ I believe this is clearly a violation of Section 8(a)(1) of the Act as it strongly undermines the Union's position and obviously interferes with the employees' freedom of choice. What could be more dramatic

⁴ Specifically, Respondent removed its CEO and replaced him with Judith Hillock, who had been recommended by some of the employees. Morrison promised that more senior employees would not be laid off because of their higher salaries, an expressed concern of some employees. Morrison got the board to agree to add a "floater" teller position in response to complaints about understaffing at that position. He promised that the board would address the request of part-time employees to receive certain benefits, and promised a smoking policy would be developed, a concern of the Warren office employees. He promised that training would be given to managers to make them more responsive to employee needs and concerns and the institution of a management philosophy in which employee participation was stressed. He promised that Respondent would conduct a wage and benefit survey to ensure that its employees were fairly compensated. He promised that expressed concerns about changing sick leave policy would be addressed and announced the creation of a benefits coordinator position in management. He promised that the concern about performance appraisals would be addressed shortly and that management would issue a personnel manual or handbook to meet employee requests. Last, he promised the creation of a device, the employee involvement team or committee, to ensure that the employees could deal directly with the board with respect to their concerns about all facets of working conditions. He carried through on all these promises before the election.

than firing its CEO, ostensibly just because the employees expressed dissatisfaction with him and replacing him with a person suggested by the employees. There is no credible reason offered in this record for Respondent's solicitation of grievances and its remedying of those grievances during the union campaign, except for Respondent's desire to defeat the Union. It had never before taken any significant action to learn of and remedy employee complaints. Except for the demand for recognition by the Union on is also highly significant that Respondent referred to its actions in remedying complaints in its antiunion campaign meetings and literature distributed to employees before the election. In addition to replacing the CEO, Respondent took two concrete actions to remedy the employee complaints. First it prepared and issued an employee policy manual and second, it created the employee involvement committee described by Morrison in his speech of April 30.

As noted above, the employees had expressed to the Union and to Morrison their concern about changing policies and the lack of written policies. Respondent had issued in 1987 a written policy manual covering the topics of salary administration, office hours, holidays, annual vacations, sick leave, maternity leave, employees insurance, pension plan, 401-K savings plan, and education benefits. The manual reserved to the board of directors the right to periodically review and change the policies set out in the manual. A written amendment to the sick leave policy was issued in December 1988, and in December 1989, sick leave policy was again amended in writing and a written bereavement policy established. Respondent submitted testimony that there had been a written policy manual which predated the 1987 manual. However, no employee witness had ever seen one and a copy of such a manual was not placed in the record. Therefore I find that such a manual did not exist or existed so far in the past as to have no relevance to this proceeding.

It is questionable from the record whether the 1987 policy manual was distributed to employees hired after its issuance as employee Maria Nixon, hired in 1988, never received the manual. In an obvious response to employees' expressed concerns to Morrison, Respondent issued a new written policy manual on May 15. The new manual had new provisions on length of service, personal leaves of absence, jury duty, layoff and recall, and performance/salary review administration. Concerns about the Respondent's layoff and recall and performance/salary review administration had been communicated to Morrison in his interview sessions, so provisions relating to these subjects does have importance.

Sick time policy, another employee problem area, was changed to eliminate both managerial discretion in granting payment and loss of sick leave payment for abuse of sick leave. The manual also contained additional and changed language in regard to holidays and deleted the board's reserved right to change and amend the manual. This latter change appears to answer complaints about constantly changing policies.

Certain changes in the pension plan and 401-K savings plan appear to have been mandated by law and not in response to employee complaints.

The Respondent's purpose in issuing the new manual is clear from the manner in which it was distributed. Employee Romaya attended a company meeting on May 15 conducted by board member Cook wherein the manual was distributed

to Warren employees. At this meeting, Cook talked about his experiences with unions and the advantages and disadvantages of a union. He told the employees to trust the board, that it would get the place turned around and it would be a happier place.

On the same day, Cook, Hillock and Morrison delivered the manual to the Milford branch. Morrison commented to Lively when she received her copy, "I know how you stand on this issue, I just want to let you know that my job for the next two weeks is going to be to make sure that the Credit Union wins the election."

C. The Employee Involvement Committee

The complaint alleges as a separate violation of the Act the creation and operation of the EIC. As noted above, Morrison announced at the April 30 meeting that Respondent would form employee involvement teams or an employee involvement committee. That process began immediately after the meeting with the selection of employee representatives and alternates from each department. Wojcik testified that after the meeting, she was selected as an alternate representative for her department. The Milford branch employees selected Karen Lively as their representative on the way home from the meeting. Lively's supervisor was present for the selection process.

EIC meetings were held on May 1, 7, 16, and 30, and June 20. All meetings were held at the Warren facility. Except for the meetings of May 16 and 30, which were evening meetings, all meetings were held during working hours. The May 16 meeting was for all representatives and alternates, with the remainder of the meetings being open just to representatives, although alternates could attend in the absence of the representative.

In her representative capacity, Lively attended four EIC meetings, held May 1, 7, and 16, and June 20. She received her normal pay for the daytime meetings she attended as well as mileage between her branch in Milford and the meeting site in Warren. Dinner was supplied by Respondent at the night meetings.

At the May 1 meeting held in Hillock's office in Warren, in addition to the representatives in attendance, Morrison, Judith Hillock, and Beverly Schwartz represented management. During the course of the meeting Hillock and Schwartz left. Morrison explained what the EIC was supposed to do, saying that they were to be the unbiased eyes and ears of the employees they represented. They should try to get the employees in their respective departments to talk with them regarding problems with the Respondent. The representatives were then to bring these problems and suggestions to the EIC meetings. At the meetings, if solutions to these problems were found, they would be presented to the board.

Some possible topics for action by the Team that were discussed at this meeting included smoking policies, part-time benefits, and annual reviews. The meeting lasted about an hour and a half, during which an EIC chairperson and secretary were selected by the representatives.

At the May 7 meeting, a smoking policy was discussed with Morrison advising the EIC to come up with ideas to solve the problem and take them to the employees they represented for discussion. The matter of the constantly changing sick time policy was brought up and Morrison said that it was a difficult subject, that management was studying the

benefit package, comparing it with comparable businesses in the area. On the subject of educational reimbursement, Morrison advised the team to ask their fellow employees how they wanted it handled and then a written policy would be developed. The matters of personal days, employee reviews, and Christmas bonuses were also discussed.

The May 16 meeting of all representatives and alternates took place in Warren, and management was represented by Morrison and Directors Nai Rand and Steve Biechele. This meeting was convened pursuant to a memo issued by Biechele which included an agenda for the meeting. At the meeting an outline for discussion was presented which included such topics as a smoking policy, wage and salary review, and sick time benefits. Lively testified that the subject of pay raises was discussed. Morrison told the EIC that management was checking with similar-size credit unions within the area to determine an appropriate salary scale, and with respect to sick time, that getting back the 2 days the employees felt they had lost would not be a problem.⁵ However, he stated that nothing could be done in these areas until after the union election. With respect to the matter of vacation benefits for part-time employees, Morrison directed that the representatives solicit input from the employees and come up with a formula.

There was also a discussion about credibility between the employees and the board. Biechele stated that he would meet with the team occasionally and that he wanted to have more open communication between the board and the staff, making sure the EIC had access to the board when the time came. Morrison stated that he knew that annual reviews were a problem and something had to be done about them. Rand said that it was possible that a committee could be established to conduct annual reviews for employees.

The final two EIC meetings were held on May 30 and June 20, after the election. On May 30, the EIC published a memo for employees stating the six issues that the EIC would be addressing at the next board meeting, which was scheduled for June 21. Those issues were wage and salary pay scale, including the area wage survey and part-time employee benefits, cleaning out the ventilation system at Warren, smoking area, sick time, employee transactions, and memos. The latter two issues involved setting a specific time during the day to see supervisors for access to money and slowing down the number of memos that were being issued. By memo to the EIC dated May 31, Biechele responded to some of the issues raised in the EIC's May 30 memo, informing the EIC that Respondent was getting bids regarding ventilation system maintenance, would announce sick time policy and cash incentive awards at the June board meeting and had set procedures in place to ensure consistency in policies.

Prior to the June 20 EIC meeting, the EIC prepared two memos to the board regarding proposals it wanted to present at the June 21 board meeting. One concerned a proposal on sick days, the other a proposal for part-time employee benefits. The latter proposal resulted from a survey by the EIC of part-time employees. These proposals were addressed at

the June 20 EIC meeting at which Morrison represented Respondent.

Morrison stated with respect to the sick time policy proposals that he did not think there would be any problem with them, that the employees could have gotten that a long time ago. He commented that the proposals dealing with part-time benefits would be a difficult thing because of the cost. The representatives stated that they put a lot of things in the proposals because they expected some give and take.

With respect to the smoking area, the representatives had a suggestion about where in the Warren facility a smoking area might be designated. Morrison said that they should first check with the fire marshall. They also talked about the need for extra ventilation for the designated area. However, it was agreed the matter could be discussed with the board. Morrison stated that wages would not be discussed because the wage survey was not complete. Delegates to the board meeting were selected by the EIC. However, the delegates did not meet with the board because of charges brought by the Union with the NLRB.

The expressed purpose of the EIC was to provide a means for employees to formally address matters of concern, including wages and other working conditions, and then to present these concerns together with recommendations for their solution to the highest management, the board of directors. The organization was created by Respondent without any employee request, its form was dictated by management, i.e., the employees of each department and branch were directed to select a representative and alternate. Meetings were called at the direction of management, many on company time and employee representatives were paid for attendance.

The meetings were led by Morrison, management's consultant who, inter alia, advised what topics could be discussed and presented to the board for action and which could not. Virtually every topic discussed dealt with wages, hours of employment, and working conditions. It appears clear to me that the purpose of the EIC was to supplant the Union as the bargaining mechanism for the employees. It is obvious that the employees felt this way as they purposely prepared a proposal for the board on the subject of part-time benefits that went farther than Morrison advised the board would go, with the belief that there would be give and take in their dealings with the board. Directors Biechele's and Rand's comments at the May 16 meeting of the EIC could only lead one to believe that the board would be receptive to the EIC's recommendations and would act on them.

I find that the EIC is a labor organization within the meaning of Section 2(5) of the Act. I further find that it was created to undermine and supplant the Union as the representative of Respondent's employees, and further, that it was dominated by Respondent. Consequently, I find that the creation and domination of the EIC violated Section 8(a)(1) and (2) of the Act. I believe and find that its creation was the final effective act taken by Respondent to defeat the Union. Its swift action in soliciting grievances, then remedying or promising to remedy them definitely got the attention of the employees and took the wind from the sails of the union campaign. The EIC gave the employees the promise of continuing board attention to their concerns, thereby easing their fears as to what would happen if the Union lost the election. See *U.S. Marine Corp.*, 293 NLRB 669 (1989); *Hunter*

⁵ The employees understood that in the past the Respondent had a policy of granting 7 sick days annually. Two years before, they understood that there were no certain sick days, and in 1990, believed the policy to allow 5 sick days.

Douglas, Inc., NLRB 277 1179 (1985); *Lawson Co.*, 267 NLRB 463 (1983).

Having acted on employee complaints as set out above, the Respondent, through various of its directors and Morrison, in meetings and memos, made clear Research Federal's position vis-a-vis the Union and the consequences of selecting the Union. At a meeting held on or about May 22 between Directors Cook and Leigh and the Warren employees, Leigh said that the board was trying to fix the problems, for the employees to have patience, that the place would be turned around. He pointed out that the board was interviewing for a new CEO and the EIC was in place. The employees were given a memo from Leigh in which he invited employees to call him if they had any questions. He also told the employees to vote whichever way they felt in the union election. This neutral suggestion to vote must be considered together with Respondent's other statements to employees which strongly urge a "no" vote and threaten loss of the recent gains made by the employees.

Wojcik testified that she attended a meeting in mid-May with Morrison, five other employees and a supervisor. This meeting was held in the Warren branch at about 3 p.m. Morrison said it was his position to see that the Union did not go through. He said that from his interviews, he had discovered 61 problems in the credit union and he was allowed to act on them, including the biggest problem, getting rid of CEO Rysiewski. He said that he had also gotten the employees a handbook and established the EIC. He also commented that management was getting a wage and review scale together, but could not implement it until after the election. He mentioned getting the 2 sick days back for the employees after the election. He noted that if the Union won the election, the policy handbook would be void.

Wojcik attended other meetings conducted by board members Cook or Leigh or both prior to the election. The last of these meetings took place the day before the election. At this meeting, Cook told the Warren branch employees that they had gotten the handbook and rules have been put in place and to trust management.

Nixon testified about a meeting of the Warren tellers and Morrison wherein he stated he was changing policies and was checking into benefits for part-time employees working 26 or 30 hours or more and asking for more comments regarding smoking policies. With respect to the policy manual, Morrison told the tellers he was revising it and bringing it up to date with a lot of the stipulations the employees were in favor of. He also stated that if the employees voted for the Union, the manual would be discarded and the employees would have to start from scratch.

In mid-May all employees received a memo from the board of directors reminding the employees of the progress and improvements which had taken place, advised them that if the Union was selected, management would start from scratch and would not be obligated to give them what they had now.

The employees also received a memo dated May 23 from Morrison, which, *inter alia*, states:

As you are aware, our mutual efforts have achieved these results:

We have established an employees' involvement team.

We have written a pamphlet that clarifies policies, benefits, and procedures.

We have permanently removed your CEO from Research Federal Credit Union.

We have in place three checks and balances, so that the Board will be more up-to-date about problems that exist, and so that problems can be addressed in a very expeditious manner.

We are going forward by continuing to make positive changes while striving for consistency. We must work together harmoniously and need your help and support.

Please help us. Give us a second chance when you vote today. We would like to continue to move forward on this professional track without the introduction of a union at Research Federal. I hope you will vote "no".

On the day of the election, many of the employees received memos from their immediate supervisors urging the employees to give management a second chance and vote for the credit union.

I find that if management had any legitimate reasons for soliciting and remedying grievances, such reasons were not communicated to the employees. Respondent clearly tied the personnel actions it was taking to the campaign, undermining the Union's support by taking action on the problems which caused the campaign and threatening to withdraw the new benefits if the Union won the election. I find that the clear purpose of Respondent's actions as detailed above was to convince its employees that its new program of inquiry and correction, combined with a new means of communicating directly with the board, made the role of the Union unnecessary. See *Reliance Electric Co.*, 191 NLRB 44 (1971); *American Laser Corp.*, 280 NLRB 483 (1986).

For all the reasons set forth above, I find that by soliciting grievances, promising to remedy and actually remedying those grievance during the course of the union organizing campaign, Respondent has violated Section 8(a)(1) of the Act. By creating and dominating the EIC, Respondent has violated Section 8(a)(1) and (2) of the Act. These findings of unfair labor practices by Respondent require sustaining certain of the objections filed to the conduct of the election. Accordingly, I sustain Objections 1, 2 (insofar as it pertains to the issuance of a modified employee handbook), 4, 6, and 7. The conduct embraced by these objections seriously affected the outcome of the election in a manner adverse to the Union. Such conduct would justify overturning the election and directing a second election, except that I believe that the issuance of a bargaining order is the more appropriate remedy for the reasons set out below.

D. The Majority Status of the Union

It was stipulated that as of the date of the demand for recognition, a majority of Respondent's employees in the appropriate bargaining unit had signed authorization cards. Specifically, 30 of the 48 or 49 involved employees had signed cards. Respondent contends that this stipulated fact does equate to majority status for the Union because the cards were not "single purpose" cards and improper representations about their purpose were made to the employees. It cites the case of *Nissan Research & Development*, 296 NLRB 598 (1989), in support of its contentions in this re-

gard. In *Nissan*, the Board refused to impose a bargaining order based on a majority showing of authorization cards because, inter alia, the cards themselves were ambiguous as to their purpose and card solicitors' statements to the employees signing cards did not clear up the ambiguities.

The card in *Nissan* was printed on both sides. One side stated that the purpose of the card was to authorize representation for collective bargaining. The other side stated clearly that the purpose of the card was to allow an NLRB election to take place. The Board held that the language on the back of the card qualified, if not negated, the language on the front. Additionally, at the time of the signing of the cards, the employees were told by solicitors that the only purpose of the cards was to get an NLRB election.

The authorization cards used in the involved campaign are part of a small booklet that gives basic information about organizing a union. The card itself states on its face:

REPRESENTATION AUTHORIZATION

I hereby designate and authorize the United Food & Commercial Workers Union, Local 876, to represent me for the purpose of collective bargaining, and herewith withdraw any previous authorization given to any other organization to represent me for the above mentioned purpose.

The page in the booklet facing the card states in bold letters: "The Card Check," "No Initiation Fee . . . No Dues Until a Contract Is Signed." In smaller print, this page reads:

When a majority of employees sign authorization cards they are in a very strong position. A fair-minded employer may then legally agree to a card check.

This can be done after an impartial individual, chosen by the Union and the management, verifies that a majority have authorized the union to represent them. The employer may then recognize the union without the necessity of a government conducted election.

Thus the action of a majority can make it possible to secure recognition of the union so that immediate negotiations will follow to obtain a union agreement. If the employer refuses to agree to a card check, the National Labor Relations Board regulations require signatures from at least 30% of the employees before a secret ballot election can be held.

I cannot imagine a clearer statement pointing out that the cards may be used to demand recognition and that such recognition may be granted upon a showing of the cards. It also unequivocally states that the card's purpose is authorization of the Union for representation. Thus, I agree with General Counsel that the cards are "single purpose" cards and may be properly used to determine majority status.

At another point in the booklet, the NLRB's election process is explained and the use of the authorization cards in that process explained. I do not believe that this explanation either qualifies or negates the plain language of the card itself or the express statement that the card may be used to demand recognition.

Union Representative Charrette testified that he told the employees who took the cards that the cards could be used

in a demand for recognition and card check, an NLRB election, or as the basis for a bargaining order.

Employee Linda Wojcik testified that she read the authorization card and by signing the card she was asking for representation by the Union. She was then asked, "Did you believe that you were asking for a vote, also? That a vote be conducted concerning a Union?" She answered, "Well, yes, that was. I mean, that's the understanding with it as well, because you have to have the cards to get a vote."

Employee Karen Lively testified on this subject, "They had the cards there and other informational brochures regarding, you know, signing cards or whatever, and that by, you know—that, if you signed the cards and turned them in, that all this information was confidential and that they would be asking that the Union represent us, you know, in an organizing campaign." "The card says on there, you know, that you are asking that Union to represent you in an organizing campaign." In response to the question of what she was told by the union representatives, she answered, "That the signing of the cards held you to no obligation to do anything; that, you know, that you were interested or whatever in joining—in organizing." She was then asked if she were told that signing the cards held her to no obligation at all and she answered, "correct."

Employee Maria Nixon was asked, "Okay, Isn't it a fact that when you were given that (card) you were indicated that there was no—you weren't being bound by anything when you signed that card?" She answered, "correct."

Charrette denied making any representation that by signing the cards the signer would not be obligated or bound by anything. I accept his denial. There was no exploration of what the witnesses meant by not being bound or obligated. Both Lively and Wojcik testified that by signing the cards they were asking the Union to represent them. It may be that the language of the page facing the card stating, "no initiation fee . . . no dues until a contract is signed," is the lack of obligation to which the witnesses were referring. No other evidence of any other representations made with respect to the cards is in the record.

I do not believe the equivocal testimony of the witnesses given above negates the unequivocal written language of the cards or amounts to a direction to the signer to disregard the written language, and thus find that the representations supposedly made to these witnesses do not render their cards improper for use in determining majority status. See *Cumberland Shoe Corp.*, 144 NLRB 1268 (1963); *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 608 (1969); *Fort Smith Outerwear*, 205 NLRB 592, 593 (1973); *Times Wire & Cable Co.*, 280 NLRB 19, 33, 34 (1986); *Medley Distilling Co.*, 187 NLRB 84, 85 (1970). Accordingly, I find that the Union had majority status on April 2, the date recognition was demanded.

E. Is a Bargaining Order the Proper Remedy?

In a case in many ways similar to the instant one, *Camvac International*, 288 NLRB 816, 822–823 (1988), the Board stated:

In determining whether a bargaining order is warranted to remedy the Respondent's misconduct in this case, we apply the test set out in *NLRB v. Gissel Packing Co.*, 395 U. S. 575 (1969). There, the Court identi-

fied two categories of cases in which a bargaining order would be appropriate. The first involves “exceptional cases” marked by unfair labor practices that are so “outrageous” and “pervasive” that traditional remedies cannot erase their coercive effects with the result that a fair election is rendered impossible. The second category involves “less extraordinary cases marked by less pervasive practices which nonetheless still have the tendency to undermine majority strength and impede the election processes.” The Supreme Court stated that in the latter situation a bargaining order should issue when the Board finds that “the possibility of erasing the effects of past practices and of ensuring a fair election . . . by the use of traditional remedies, though present, is slight and that employee sentiment once expressed through cards would, on balance, be better protected by a bargaining order.” *Id.* at 613, 614–615. We find that the Respondent’s unfair labor practices fall into at least the second category.

On learning on June 26 that there was union activity at its plant, the Respondent immediately embarked on an antiunion campaign designed to discourage its employees from supporting the Union. Within a month of receiving the Union’s demand for recognition, the Respondent granted or announced three new benefits: a new wage structure (under which most employees received wage increases and no employee received less pay), a revised disciplinary policy, and a profit-sharing plan. Within another month, the Respondent granted a new health club benefit and conducted an attitude survey among employees. The attitude survey solicited employee grievances and, by a memorandum to employees dated 23 September, the Respondent promised to review the survey and to try to make improvements in areas in which there had been criticism. Furthermore, at all material times, the Respondent discussed matters relating to terms and conditions of employment with the CEWC, an employee committee that the Respondent unlawfully dominated and assisted. The above conduct by the Respondent was clearly a “deliberately embarked upon . . . course of action designed to convince the employees that their demands would be met through direct dealing with respondent and that union representation could in no way be advantageous to them. Obviously such conduct must, of necessity, have a strong coercive effect on the employees’ freedom of choice, serving as it does to eliminate, by unlawful means and tactics, the very reason for a union’s existence.” (Citing *Teledyne Dental Products Corp.*, 210 NLRB 435 (1974).) (Bargaining order found proper remedy for unlawful solicitation of grievances with promises of rectification.)

After noting some other actions of the Respondent, the Board further stated:

It is clear that the Respondent’s unlawful conduct struck at the very heart of the employees’ organizational efforts. The Respondent repeatedly suggested by its actions that it was to the employees’ advantage to deal directly with the Respondent regarding improvements in benefits and working conditions. Moreover,

because it is not the Board’s policy to require that unlawfully granted benefits, such as those given by the Respondent here, be rescinded, they are particularly lasting in their effect on employees and difficult to remedy by traditional means.

The similarities between *Camvac* and the instant case are obvious. Respondent herein immediately launched an antiunion campaign as soon as it learned of the organizing activity. It aggressively and unlawfully solicited grievances from virtually every involved employee, promised to remedy them or actually remedied them, thus removing the reasons employees had sought out union representation. It unlawfully established the EIC to facilitate direct dealing with employees on working conditions, thus supplanting the Union’s role for the future. I agree with General Counsel that the absence of repressive activity by Respondent does not detract from the necessity of a bargaining order in this case. The grant of benefits and promise to remedy problems, especially as they were the ones sought by Respondent’s employees, virtually eliminates the need for a union. Such conduct is certainly as effective as an antiunion campaign as one marked by threats, terminations and other repressive activity. As was the case in *Camvac*, a bargaining order is the only appropriate remedy because the chance of a fair rerun election is slight due to the continuing effects of the unlawful conduct and the ineffectiveness of the usual remedies. The benefits remain and serve as a constant reminder of how the employee’s demands were met. *Camvac*, *supra*; *Teledyne Dental Products Corp.*, *supra*; *Eagle Material Handling of New Jersey*, 224 NLRB 1529 (1976). Accordingly, I will recommend that a bargaining order issue against Respondent, retroactive to April 6, when Respondent embarked on its course of unlawful conduct with Morrison’s solicitation of grievances. Additionally, although the complaint does not allege that Respondent’s refusal to recognize and bargain with the Charging Party violated Section 8(a)(5), the issue of Respondent’s bargaining obligation was fully litigated and all the elements necessary to prove a violation were established: a demand for and declining of recognition, a petition for election and majority status. I find that Respondent violated Section 8(a)(5) of the Act as of April 6. *Red Barn System*, 224 NLRB 1586, 1587–1588 (1976).

CONCLUSIONS OF LAW

1. Research Federal Credit Union is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local 876, United Food and Commercial Workers Union, AFL–CIO–CLC is a labor organization within the meaning of Section 2(5) of the Act.

3. By creating, dominating, supporting, assisting, or interfering with the operation and administration of the employee involvement team or committee, Respondent has engaged in conduct violative of Section 8(a)(1) and (2) of the Act.

4. By soliciting grievances from employees with the promise that those grievances would be remedied, by promising, announcing and granting benefits and improvements in terms and conditions of employment to discourage and undermine employees’ support for the Union, and by threatening to withdraw such granted benefits and improvements in the event the employees selected the Union as their bargaining

representative, Respondent has engaged in conduct violative of Section 8(a)(1) of the Act.

5. Since on and after April 2, 1990, the Union has been designated as the exclusive representative for purposes of collective bargaining by a majority of Respondent's employees in the following unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed by the Respondent at its facilities located at 7415 Chicago Road, Warren, Michigan, 180 S. Milford Road, Milford, Michigan, and Suite 103, Fisher Building, 3011 W. Grand Boulevard, Detroit, Michigan; but excluding confidential employees, guards and supervisors as defined in the Act.

6. Since on or about April 6, 1990, and continuing thereafter, Respondent has failed and refused to recognize and bargain upon request with the Union and has established unilateral changes with respect to terms and conditions of employment without consultation with the Union in violation of Section 8(a)(1) and (5) of the Act.

7. The unfair labor practices set forth above affect commerce within the meaning of Section 2(6) and (7) of the Act.

8. Objections 1, 2 (insofar as it pertains to the issuance of a modified employee handbook), 4, 6, and 7 as set out in the consolidated complaint are sustained. All other objections as set out therein are dismissed.

THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1), (2), and (5) of the Act, it is recommended that it be ordered to cease and desist therefrom, and take certain affirmative action which is necessary to effectuate the policies of the Act.

Having found that Respondent has created, dominated, and interfered with the administration of the employee involvement committee or team, and has contributed support and assistance thereto, it is recommended that Respondent be ordered to cease and desist from such conduct, withdraw recognition from and completely disestablish the employee involvement committee or team, as the representative of Respondent's employees for the purposes of dealing with Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of work.

Having found that the Union represented an uncoerced majority of Respondent's employees in a unit found appropriate for purposes of collective bargaining on April 2, 1990, the day the Respondent received the Union's demand for recognition, and continued to enjoy majority support on April 6, 1990, when Respondent first began committing unfair labor practices, it is recommended that a bargaining order issue effective April 6, 1990, and that Respondent be ordered to post an appropriate notice to employees.

In the event that it is ultimately determined that a bargaining order is not warranted, having sustained certain serious objections to the election held May 24, 1990, it is recommended in that circumstance that the results of the election be overturned and a second election directed.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³

ORDER

The Respondent, Research Federal Credit Union, Warren, Milford, and Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain, on request, in good faith with Local 876, United Food and Commercial Workers Union, AFL-CIO-CLC as the exclusive collective-bargaining representative of its employees in the following appropriate unit:

All full-time and regular part-time employees employed by the Respondent at its facilities located at 7415 Chicago Road, Warren, Michigan, 180 S. Milford Road, Milford, Michigan, and Suite 103, Fisher Building, 3011 W. Grand Boulevard, Detroit, Michigan; but excluding confidential employees, guards and supervisors as defined in the Act.

(b) Soliciting grievances from its employees with the implied or expressed promise that those grievances will be remedied without a union.

(c) Promising and/or granting benefits or improvements, such as the discharge of its chief operating executive, creation of a new teller position, promulgation of a new employee handbook, institution of management training programs for dealing with employees, establishment of benefits for part-time employees, creation of the new position of benefits coordinator, institution of a wage and benefits survey to eliminate inequities and ensure fair wages and benefits for employees, and establishment of a new performance review procedure, or announcing such benefits or improvements in order to discourage its employees from supporting the Union; provided, however, that nothing contained herein shall be construed as authorizing or requiring that Respondent to vary or abandon any benefit previously conferred.

(d) Creating, dominating, supporting, assisting, or interfering with the operation and administration of its employee involvement committee or team or any other labor organization.

(e) Recognizing or in any like or related manner dealing with its employee involvement committee or team or any reorganization or successor thereof, as the collective-bargaining representative of its employees in the unit found appropriate above.

(f) Unilaterally changing terms and conditions of employment for its employees in the unit found appropriate without consultation with the Union and without affording it an opportunity to bargain about such changes.

(g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

³If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Withdraw all recognition from its employee involvement committee or team as the representative of its employees in the unit found appropriate for the purpose of dealing with its employee involvement committee or team concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of work and completely disestablish its employee involvement committee or team as such representative; provided, however, that nothing in this Order shall require the Respondent to vary or abandon any benefits or improvements in working conditions established as a result of its dealings with the employee involvement committee or team, or to prejudice the assertion by its employees of any rights they may have derived as a result of such dealings.

(b) On request, recognize and bargain collectively with Local 876, United Food and Commercial Workers Union, AFL-CIO-CLC as the exclusive bargaining representative from on and after April 6, 1990, with regard to wages, hours, and other terms and conditions of employment for its employees in the unit found appropriate herein and, if an understanding is reached, embody such understanding in a signed agreement.

(c) Post at its Warren, Milford, and Detroit, Michigan facilities copies of the attached notice marked "Appendix."⁷ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

⁷ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT solicit grievances from our employees with the implied or expressed promise that those grievances will be remedied without a union.

WE WILL NOT promise or grant benefits or improvements, such as the discharge of our chief operating executive, creation of a new teller position, promulgation of a new employee handbook, institution of management training programs for dealing with employees, establishment of benefits for part-time employees, creation of the new position of benefits coordinator, institution of a wage and benefits survey to

eliminate inequities and ensure fair wages and benefits for employees, and establishment of a new performance review procedure, or announcing such benefits or improvements in order to discourage our employees from supporting the Union; provided, however, that nothing contained herein shall be construed as authorizing or requiring us to vary or abandon any benefit previously conferred.

WE WILL NOT dominate, support, assist, or interfere with the operation and administration of our employee involvement committee or any other labor organization.

WE WILL NOT recognize or in any like or related manner deal with our employee involvement committee, or any reorganization or successor thereof, as the collective-bargaining representative of our employees in the appropriate bargaining unit described below.

WE WILL NOT fail and refuse to recognize and bargain with the Union as the exclusive bargaining representative of our employees in the appropriate bargaining unit described below.

WE WILL NOT make unilateral changes in terms and conditions of employment for our employees in the bargaining unit described below without consultation with the Union and without affording it an opportunity to bargain about such changes.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of rights guaranteed you by Section 7 of the Act.

WE WILL withdraw all recognition from our employee involvement committee as the representative of our employees in the appropriate bargaining unit described below for the purpose of dealing with our employee involvement committee concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of work and completely disestablish our employee involvement committee as such representative; provided, however, that nothing in the Board's Order shall require us to vary or abandon any wages, hours, or other benefits granted as a result of dealing with our employee involvement committee, or to prejudice the assertion by our employees of any rights they derived as a result of such dealings.

WE WILL, on request, recognize and bargain collectively with Local 876, United Food and Commercial Workers Union, AFL-CIO-CLC as the exclusive bargaining representative from on and after April 6, 1990, of our employees in the appropriate bargaining unit with respect to wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed contract. The appropriate unit is:

All full-time and regular part-time employees employed by us at our facilities located at 7415 Chicago Road, Warren, Michigan, 180 S. Milford Road, Milford, Michigan, and Suite 103, Fisher Building, 3011 W. Grand Boulevard, Detroit, Michigan; but excluding confidential employees, guards and supervisors as defined in the Act.

RESEARCH FEDERAL CREDIT UNION